



C o u n t y o f S a n L u i s O b i s p o

GENERAL SERVICES AGENCY

Janette D. Pell, Director

Cody VanDorn, Department Administrator

REQUEST FOR PROPOSAL # 1190 PROVIDE AIR SERVICE DEVELOPMENT AND RECRUITING SERVICES FOR SAN LUIS OBISPO COUNTY REGIONAL AIRPORT

September 20, 2012

The County of San Luis Obispo is currently soliciting proposals from air service and transportation consulting firms to provide air service development and recruiting for the San Luis Obispo County Regional Airport.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The County reserves the right to reject any and all proposals and to waive any irregularity or informality in any proposal or in the Request for Proposal process, as long as, in the judgment of the County, such action will not negate fair competition and will permit proper comparative evaluation of the proposals submitted.

This Request for Proposal is posted on the County's Purchasing website at http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm. Any changes, additions, or deletions to this Request for Proposal will be in the form of written addenda issued by the County. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant new information during the response period. The County is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this Request for Proposal.

If your firm is interested and qualified, please submit three (3) hard copies and one (1) electronic copy (on CD or DVD) of your proposal on October 18, 2012 by 3:00 p.m. to:

County of San Luis Obispo
Phill Haley, GSA - Purchasing
1087 Santa Rosa Street
San Luis Obispo, CA 93408

If you have any questions about the proposal process, please contact me. For technical questions and information contact Richard Howell at (805) 781-5205.

PHILL HALEY
Buyer II – GSA - Purchasing
phaley@co.slo.ca.us

LOCAL PROPOSERS PREFERENCE

The County of San Luis Obispo has established a local vendor preference. All informal and formal Request for Proposals for contracts will be evaluated with a 5% preference for local vendors. Note the following exceptions:

1. Those contracts which State Law or, other law or regulation precludes this local preference.
2. Public works construction projects.

A "local" vendor will be approved as such when, 1) It conducts business in an office with a physical location within the County of San Luis Obispo; 2) It holds a valid business license issued by the County or a city within the County; and 3) Business has been conducted in such a manner for not less than six (6) months prior to being able to receive the preference. As of March 3, 1994 individual County Buyers evaluate RFP's (Request For Proposals) considering the local vendor preference described above. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200. All prospective proposers are encouraged to quote the lowest prices at which you can furnish the items or services listed in County proposals.

	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____ _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name: _____

Authorized Individual: _____ Title: _____

Signature: _____ Dated: _____

PROPOSAL SUBMITTAL AND SELECTION

1. All proposals, consisting of three (3) hard copies and one (1) electronic copy (on CD or DVD) must be received by mail, recognized carrier, or hand delivered no later than 3:00 p.m. on October 18, 2012. Late proposals will not be considered and will be returned, unopened.
2. All correspondence should be directed to:

San Luis Obispo County
General Services Agency
1087 Santa Rosa Street
San Luis Obispo, CA 93408
ATTENTION: Phill Haley
Telephone: (805) 781-5904

3. All costs incurred in the preparation and submission of proposals and related documentation will be borne by the proposer.
4. It is preferred that all proposals be submitted on recycled paper, printed on two sides.
5. Selection of qualified proposers will be by an impartial Selection Committee using an approved County procedure for awarding professional contracts. Selection will be made on the basis of the proposals as submitted, although the County reserves the right to interview applicants as part of the selection process. The proceedings of the Selection Committee are confidential, and members of the Selection Committee are not to be contacted by the proposers.
6. This Request for Proposal does not constitute an offer to enter into a concession agreement.
7. The County reserves the option to accept or reject any or all proposals, wholly or in part, received by reason of this request, and make more than one award, or no award, as the best interests of the County may appear.
8. All documents submitted to the County in response to this Request for Proposal will become the exclusive property of the County and may be returned to the proposer or kept by the County, in the County's sole discretion.
9. All proposals shall remain firm for ninety, (90) days following closing date for receipt of proposals.
10. The County reserves the right to award the contract to the firm who presents the proposal which in the judgment of the County, best accomplishes the desired results, and shall include, but not be limited to, a consideration of the professional service fee.
11. Any contract awarded pursuant to this Request for Proposal will incorporate the requirements and specifications contained in this Request for Proposal. All information presented in a proposer's proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the County during subsequent negotiations.

12. The successful proposer is expected to execute a Professional services agreement similar to the agreement in Appendix A. This sample agreement is for reference to the anticipated terms and conditions governing the County and the successful proposer. The proposer must take exception in their proposal to any section of the attached Concession agreement they do not agree with. Failing to do so will be deemed as acceptance by the proposer to the terms spelled out in the sample Concession agreement. The County reserves the right, in its sole discretion, to add, delete, or modify, or negotiate additional terms and conditions to the attached Concession agreement. BEFORE BEGINNING ANY WORK OR SUBMITTING A PROPOSAL IT IS ADVISED THAT PROPOSERS READ THE COUNTY INSURANCE AND INDEMNIFICATION REQUIREMENTS IN THE ATTACHED SAMPLE CONCESSION AGREEMENT. The selected proposer will be asked to provide evidence that County insurance requirements have been met. See Appendix A – Sample County Concession agreement, and in the Sample County Concession agreement the insurance requirements are found in article 8.

13. CALENDAR OF EVENTS:

The following is a schedule of events which the project is expected to follow. These dates are considered flexible and the County reserves the right to adjust the dates and timeframes as necessary.

September 20, 2012	Request for Proposals Distributed
October 5, 2012	Deadline for submission of questions from proposers
October 18, 2012	Proposals due by 3:00 PM
November 1, 2012	Interviews
November 5, 2012	Proposal ranking finalized
November 8, 2012	Contract negotiations with apparent successful bidder
December 2, 2012	Board of Supervisor's action on Selected Proposer' agreement
December 12, 2012	Notice to Proceed issued.

14. Under the provisions of the California Public Records Act (the "Act"), Government Code section 6252 et seq., all "public records" (as defined in the Act) of a local agency, such as the County, must be available for inspection and copying upon the request of any person. Under the Act, the County may be obligated to provide a copy of any and all responses to this Request for Proposal, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer's competitive position. If any proposer believes that information contained in its response to this Request for Proposal should be protected from disclosure, the proposer MUST specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

NOTICE: *The data on pages _ of this response identified by an asterisk (*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer's competitive position. Proposer requests that such data be used only for the evaluation of the response, but understands that the disclosure will be limited to the extent the County considers proper under the law. If an agreement is entered into with the proposer, the County shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.*

The County will not honor any attempt by proposer to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the Request for Proposal is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless, the County arising out of such dispute, lawsuit, claim or demand.

15. An electronic copy of your proposal must be included. This electronic copy should include all documents being submitted combined into one Adobe Acrobat (pdf) file on a CD, using this convention for the file name: FIRM NAME + RFP NUMBER

Example: Your firm, Acme Inc., is responding to RFP PS-#1101. Your Adobe Acrobat (pdf) file would be named: **Acme 1101**

PROPOSAL FORMAT

A qualifying proposal must address all of the following points (not to exceed 30 pages):

1. Project Title
2. Applicant or Firm Name
3. Firm Qualifications
 - a. Type of organization, size, professional registration and affiliations.
 - b. Names and qualifications of personnel to be assigned to this project.
 - c. Outline of recent projects completed that are directly related to this project. Consultant is required to demonstrate specific design and project expertise relating to the requirements of the Project Scope.
 - d. Qualifications of consultants, subcontractors, or joint venture firm, if appropriate.
 - e. Client references from recent related projects, including name, address and phone number of individual to contact for referral. References should specify: project name and location; description of work; contract value of work performed by Consultant and project value; name, address, and telephone number of project owner/representative.
4. Understanding of and Approach to the Project
 - a. Summary of approach to be taken.
 - b. Description of the organization and staffing to be used for the project.
 - c. Indication of information and participation the proposer will require from County staff.
 - d. Indication of time frame necessary to complete the plan review once a Notice to Proceed is issued.
5. Disadvantaged Business Enterprise (DBE) Participation

Each response shall clearly outline any DBE partnerships that the Consultant has created for completion of the work. Response should also provide the County a clear understanding of how the firm mentors or develops DBE's to perform Department Of Transportation (DOT) work.
6. Fees and Insurance
 - a. Fees will be negotiated with potential providers once the Selection Committee has ranked proposers.
 - b. The selected Consultant will be required to provide insurance coverage in the amount of \$ 1,000,000 General Liability Insurance, \$ 1,000,000 of Professional Liability Insurance and \$1,000,000 Automobile Liability (code 1, any auto). In addition, the selected Consultant shall have Worker's Compensation coverage as required by the State of California and Employer's Liability Insurance. This

amount of insurance coverage shall be reflected in your estimated professional fee.

- c. The Consultant shall provide within five (5) days after Consultant executes a contract with County, a certificate of liability insurance naming the County of San Luis Obispo and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County.

d. Indemnification

Consultant shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, and that arise out of or are made in connection with the acts or omissions relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission, by the Consultant, or its agents, employees, or other independent contractors directly responsible to Consultant including, but not limited to the following:

1. Violation of statute, ordinance, or regulation.
2. Professional malpractice.
3. Willful, intentional or other wrongful acts, or failures to act.
4. Negligence or recklessness.
5. Furnishing of defective or dangerous products.
6. Premises liability.
7. Strict Liability.
8. Violation of civil rights.
9. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Consultant is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

A. INTRODUCTION

The General Services Agency, representing the Board of Supervisors of the County of San Luis Obispo, is seeking qualified providers of Air Service Development and Recruiting Services to provide professional consulting services for various projects on behalf of the County for the San Luis Obispo County Regional Airport.

This Request for Proposal establishes the specifications, terms and conditions governing the selection of a firm to provide Air Service Development and Airline Recruiting Services to the County of San Luis Obispo-Airport Services. All submittals shall be in the form and format as specified in this RFP section entitled "Proposal Format and Content".

B. PROJECT DESCRIPTION

On a continual basis, the County competes for domestic and international air services with airports from different regions both in and out-of-state. The County wishes to retain a consulting firm as a partner to promote and recruit air service development for the region through a variety of outreach methods and opportunities. Such recruitment efforts will include incumbent airlines as well as those not currently servicing the region.

C. SCOPE OF WORK

The Consultant may be called upon to perform any or all of the services include below based on the County's needs and desires. Any service will be provided only upon the direction and under the supervision of appropriate County staff:

1. Provide Air Service and Recruiting Services described herein to County for a period of three (3) years. Agreement may be extended, upon mutual agreement by the parties, by a single two (2) year extension based on the performance of the Consultant in the initial term.
2. Produce air service case studies to be presented to targeted airlines. These case studies will include, but will not be limited to, community background information, economic and demographic analyses, passenger traffic analyses (e.g., business versus leisure travel, ratio of local and visitor passengers, travel frequency) and comparisons and financial projections.
3. Accompany County officials in the presentations of materials described above to each airline. Proposer will attend the meetings in a supportive and facilitation role, but may lead the meetings based upon direction of the Airport Services General Manager or designee.
4. Represent the County at Air Service Development Conferences Consultant attends, such as Jumpstart, Network, etc. Consultant will prepare and present material for such meetings. Consultant agrees to attend at least one of these specialized conferences each calendar year for the duration of the contract.
5. Prepare Small Community Air Service Development Grants on behalf of the County.
6. Produce a leisure travel survey, to better tap information on leisure travel patterns into and out of San Luis Obispo County.
7. Prepare a new True Market Study/Ticket Lift to determine leakage to other airports in region, and to develop a statistical picture of San Luis Obispo's true passenger and revenue market. Consultant will collect tickets from major travel agencies in the

region, meshing data with in-house sources and DOT sources, to develop a picture of the True Market. Proposer will provide County with sufficient materials describing research methodology to allow the replication of the study, if desired, on a routine basis.

8. Produce community documentary video, outlining the major travel generators, the tourism drivers, and interviewing no less than five major players in the local economy. The video shall run at least seven minutes in length, for use in airline presentations.
9. Develop and institute a pre-purchased ticket program in advance of any new service introduction.
10. Produce traffic surveys for the market area every three months for the full term of the awarded agreement. One hard copy will be provided to the County, with unlimited digital copies.
11. Be available, on an hourly basis, for on call consulting, questions, ideas, assistance as requested by the County.
12. Be available to assist County with marketing, advertising, web and community awareness projects or provide ideas, as requested by County.
13. Be available, on a project-by-project basis, to prepare presentations, attend airline presentations and to assist as needed with County's incumbent airlines.
14. Develop and manage advertising and marketing campaign(s) to support any new service that is introduced.
15. Develop and deliver an updated airport website.

D. MINIMUM QUALIFICATIONS

1. Proven Air Service Development Initiatives
2. Experience in conducting catchment/leakage studies and analysis
3. Demonstrable experience in graphic design and innovated presentation techniques
4. Experience developing risk mitigation programs for candidate airlines
5. Professional relationships with U.S. Domestic and International Airline Contacts
6. Demonstrable experience in collaboration with state and local government agencies and regional partners regarding air service strategies
7. General air service related consulting services
8. Experience conducted ticket lifts and regional air service studies

E. CRITERIA FOR CONSULTANT SELECTION

1. Understanding the dynamics of the airline industry
2. Project Manager experience relevant to the type of work outlined herein
3. Overall focus of the firm on Air Service Development
4. Availability of team members to respond to issues as they arise and to evaluate and act in a timely manner
5. Working relationships with the airline industry, including past examples of work effort and outcomes

6. Demonstrated knowledge of County's air service market area
7. Experience relevant to air service development at airports of similar size and demand

F. BASIS OF AWARD

The award of the contract will be based on criteria and guidelines established by the County. The award will be made after a careful evaluation by the selection committee and will be based on demonstrated competence as well as the best interests of the County.

It is the County's desire to employ individuals from a qualified firm that exhibit proactive leadership and good planning and management practices. Of particular importance is the ability of the successful firm to provide staff that are self-motivated and can quickly learn the County process, and manage projects with minimal County oversight.

By Board of Supervisors' policy, local professionals who maintain fully-staffed offices in the County shall be given preference if quality, service and all other relevant factors are equal.

G. ADDENDA

Any addenda to this Request for Proposals will be mailed to all potential firms who have been issued a copy of the RFP. Responses to relevant questions submitted by the date indicated in the Calendar will also be mailed to all potential firms who have been issued a copy of the RFP. Relevancy of questions will be at the sole discretion of the County.

H. SELECTION PROCESS

1. Phase one of the selection process will involve the Selection Committee evaluating properly submitted proposals to determine if said proposals meet the Minimum Qualifications described herein. Each committee member will create a short list of firms they believe are qualified to perform the work based on the firm's qualifications, submissions, and presentation as determined by the committee including but not limited to the following:
 - a. Minimum qualifications per Section D of this document including relevant backup documentation
 - b. An approach to and understanding of airline recruiting objectives
 - c. Identify project manager, project team(s), and include firm profiles and personnel experience
 - d. Experience in working with San Luis Obispo County Regional Airport or an airport with a similar market and/or air service conditions
 - e. Relevant comparable experience with air service development and recruiting
 - f. References
2. Phase two of the selection process is the ranking of firms identified from the Phase one review. Depending on the outcome of the phase two ranking, the top ranked firms may or may not be invited for an interview. The highest ranked qualified firm will move onto contract negotiations.

3. If an agreement is not reached for scope of work and fee with the highest ranked firm, then that firm will be disqualified. Contract negotiations will then begin with the next qualified firm on the list. This process will continue until a successful proposer is selected. The County reserves the right to terminate the selection process and/or advertise for consulting services at any time in this process.
4. The final scope of work and professional fee will be contained within the Contract for the Board of Supervisor's consideration and approval.

I. CONTACT PERSON

Richard C. Howell, A.A.E

Alternate: Phil D'Acri

Airport Services General Manager
General Services Agency
County of San Luis Obispo
903 Airport Drive, Suite 5
San Luis Obispo CA 93401
805.781.5205
805.781.5985 fax
rhowell@co.slo.ca.us

Airport Services Business
Development Manger
805.781.5205
pdacri@co.slo.ca.us

Interested firms shall not contact other County staff with questions or suggestions regarding this Request for Proposals without first contacting the Airport Services General Manager.

Appendix – A

CONTRACT for CONSULTANT SERVICES

AIR SERVICE DEVELOPMENT AND RECRUITING SERVICES FOR SAN LUIS OBISPO COUNTY REGIONAL COUNTY

Contract made on the ____ day of _____, 20xx.

BETWEEN the Owner: **County of San Luis Obispo**, hereinafter referred to as "**County**",

And **XXXX**, hereinafter referred to as "**Consultant**",

For the following services: Provide Air Service Development and Recruiting Services for the San Luis Obispo County Regional County.

That for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1 - RESPONSIBILITIES AND SERVICES OF CONSULTANT

Commencing with a execution of this Contract, the **Consultant** will provide the services as described in the following Exhibits attached hereto and incorporated herein by reference as though here fully set forth.

EXHIBIT "A" – SCOPE of SERVICES
EXHIBIT "B" – PAYMENT SCHEDULE

- 1.2 Coordination:** In the performance of the **Consultant's** services under this Contract, the **Consultant** agrees that they will maintain such coordination with **County** Personnel as follows:

The General Manager for Airport Services as primary contact and described in Article 2.1. The General Manager is authorized to give written approvals for Work that affect the Scope of Work and the Cost of the project on behalf of the **County**. Other members of the **County's** recruitment team may include individuals and entities outside the **County** structure.

- 1.3** Neither the **County's** review, approval of, nor payment for, any of the services required under this Contract shall be construed as a waiver of any rights under this Contract, and the **Consultant** shall be and remain liable to the **County** in accordance with applicable law for all damages to the **County** caused by the **Consultant's** failure to perform any of the services required under this Contract.
- 1.4** All materials produced in support of this Project by **Consultant** are property of the County of San Luis Obispo and shall be surrendered to **County** upon termination of this Contract.

ARTICLE 2 - RESPONSIBILITIES OF THE COUNTY

- 2.1** The **County** shall designate a representative, authorized to act in the **County's** behalf with respect to the Project. The **County**, or such authorized representative, shall examine the documents submitted by the **Consultant** and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the **Consultant's** services.
- 2.2** The **County** shall furnish the Consultant with all information in its possession that is reasonably necessary for the performance of the work described herein.
- 2.3** The **County** shall provide full information about the requirements for the Project including budget limitations, scheduling and other programmatic information.

ARTICLE 3 - FEE AND METHOD OF PAYMENT

The **County** will pay the **Consultant** the following Fees:

- a. **County** shall compensate **Consultant** for
 - i. Services rendered as described in Exhibit A, and
 - ii. A recruiting fee based on the success of the firm in acquiring new service as provided in Exhibit B.

ARTICLE 4 - MODIFICATION OF CONTRACT

This Contract may be modified only by a written amendment signed by the **County** and the **Consultant**. All modifications must be in writing and signed by the **County** representative with the authority to modify this Contract.

ARTICLE 5 - PAYMENT FOR EXTRA WORK OR CHANGES

- 5.1 Extra work or changes in the scope of work, time of performance, and amount of compensation, shall be authorized in writing prior to commencement of the work by the Director, General Services Agency. Claims for Payment for approved extra work must be submitted by the Consultant within 30 days of completion of such work, and must be accompanied by a statement of itemized costs covering said work. Payment will not be authorized until said work is satisfactorily completed and approved by the Director, General Services Agency.

ARTICLE 6 - COST DISCLOSURE - DOCUMENTS, RECORDS AND WRITTEN REPORTS

- 6.1 Pursuant to State of California Government Code, Section 7550, if the total cost of the Contract is over \$5,000, the **Consultant** shall include in all final documents and in all written reports submitted, a written summary of cost, which shall set forth the number and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The Contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.
- 6.2 Pursuant to State of California Government Code, Section 8546.7, every **County** contract involving the expenditure of more than \$10,000 in public funds is subject to examination and audit of the Auditor General for a period of three years after final payment under the contract. The **Consultant** shall maintain books, records, documents and other evidence, accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Contract. The foregoing constitutes "records" for the purposes of this paragraph. The **Consultant** shall maintain and preserve, until three years after termination of this Contract, and permit the State of California or any of its duly authorized representatives, including the Comptroller General of the United States, to have access to and to examine and audit any pertinent books, documents, papers and records of the **Consultant** related to this Contract. The **Consultant** and **County** shall ensure the confidentiality of any records that are required by law to be so maintained.

ARTICLE 7 - TERM

- 7.1 Unless terminated earlier as provided for herein, the term of this agreement is from execution through midnight XXXX.
- 7.2 Either party may terminate this agreement with thirty- (30) days advanced written notice.

ARTICLE 8 - CONSULTANT STAFF

- 8.1 The **Consultant** has been selected to perform the work herein because of the skills and expertise of key individuals. The **Consultant** shall contract for or employ at the **Consultant's** expense, **Sub-Consultants** to the extent deemed necessary for providing criteria and reviews for the project, and licensed as such by the State of California and all other **Consultants** as necessary for development of the project.

- 8.2 The **Consultant** shall designate **one or more persons**, whom, as long as his performance continues to be acceptable to the **County**, shall remain in charge of the services for the Project for the duration of the work. Additionally, the **Consultant** must furnish the names of all other key people in the **Consultant's** firm who will be associated with the Project. If the designated lead or key person fails to perform to the satisfaction of the **County** upon written notice, the **Consultant** will have 10 working days to remove that person from the Project and replace that person with one acceptable to the **County**.
- 8.3 Notwithstanding Article 9.1, both parties agree that no sub-consulting will be conducted as a part of this contract.

ARTICLE 9 - CONFLICT OF INTEREST

- 9.1 The **Consultant** covenants that the **Consultant** has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Contract and that no person having any such interest shall be employed by the **Consultant**.
- 9.2 Per Government Code Section 1090, no officer or employee of the **County** shall be financially interested in any contract made by them in their official capacity, or by anybody or board of which they are members. The **Consultant** is subject to the requirements of the Political Reform Act as promulgated by the Fair Political Code of Regulations, Title 2, section 18000 et seq. The **Consultant** shall at all times comply with the applicable provisions therein, including, but not specifically limited to the California Code of Regulations, Title 2, Chapter 7 "Conflicts of Interest," section 18700 et seq. The **Consultant** shall also comply with all applicable provisions of other laws pertaining to conflict of interest requirements. If the **Consultant** must declare a conflict of interest, the **Consultant** shall forthwith report the conflict, in writing, to the **County** and shall provide any additional details requested by the **County** in a timely manner.

ARTICLE 10 - STATUS

- 10.1 The **Consultant** shall, during the entire term of the Contract, be construed to be an independent contractor and nothing in this Contract is intended, nor shall be construed, to create an employer-employee relationship, a joint venture relationship, or to allow the **County** to exercise discretion or control over the professional manner in which the **Consultant** performs the services which are the subject matter of this Contract. The services to be provided by the **Consultant** shall be provided in a manner consistent with all applicable standards and regulations governing such services.
- 10.2 The **Consultant** understands and agrees that **Consultant's** personnel are not and will not be eligible for membership in or any benefits from any **County** group plan for hospital, surgical or medical insurance or for membership in any **County** retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrues to a **County** employee.

ARTICLE 11 - WARRANTY OF CONSULTANT

The **Consultant** warrants that the **Consultant** and each of the personnel employed or otherwise retained by the **Consultant** are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to.

ARTICLE 12 - COVENANT AGAINST CONTINGENT FEES

The **Consultant** warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for them, to solicit or secure the Contract, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the **Consultant**, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract. For breach or violation of his warranty, the **County** shall have the right to annul this Contract without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

ARTICLE 13 - NONDISCRIMINATION

The **Consultant** shall comply with laws and regulations governing nondiscrimination in employment.

- 13.1 Nondiscrimination:** The **Consultant**, with regard to the work performed by them during the Contract, shall not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors, including the procurement of materials.
- 13.2 Prohibition:** There shall be no discrimination against any person employed pursuant to this Contract in any manner forbidden by Government Code section 12940, et seq, or any other law. Gender harassment is included in this prohibition as a form of discrimination.
- 13.3 Gender Harassment Warranty and Liability:** All **Consultants** have a contractual obligation to become fully trained and knowledgeable regarding behavior prohibited by law as gender harassment and at all times to comply with and ensure that all persons performing this Contract comply with an appropriate standard of conduct. Every **Consultant** who violates gender harassment laws shall be liable to the **County** for all claims, demands, damages, costs, expenses and attorney's fees incurred by the **County** as a result of behavior of any of the **Consultant's** personnel performing this Contract.

ARTICLE 14 - ENTIRE CONTRACT AND MODIFICATION

This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. The **Consultant** shall be entitled to no other benefits than those specified herein. The **Consultant** specifically acknowledges that in entering into and executing this Contract, the **Consultant** relies solely upon the provisions contained in this Contract and no others.

ARTICLE 15 - NON-ASSIGNMENT OF CONTRACT

Inasmuch as this Contract is intended to secure the specialized services of the **Consultant**, the **Consultant** may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the **County** and any such assignment, transfer, delegation or sublease without the **County's** prior written consent shall be considered null and void.

ARTICLE 16 - ENFORCEABILITY

If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

ARTICLE 17 - LAW; VENUE

This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

ARTICLE 18 - INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, or other losses that may be asserted by any person or entity, including Consultant that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and/or its agents, employees or subconsultants. The obligation to indemnity shall be effective and shall extend to all such claims or losses in their entirety. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

It is the intent of the parties to provide the **County** the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in

contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

ARTICLE 19 - INSURANCE

Consultant shall procure the following required insurance coverages at its sole cost and expense and maintain in full force and effect for the period covered by this Contract such insurance. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than B+VIII and are admitted insurance companies in the State of California, or (2) insurers of equivalent documented quality which the **County** Risk Manager has approved in writing.

19.1 General Requirements: The following requirements apply to all insurance to be provided by **Consultant**:

- a. A Certificate of Insurance shall be furnished to **County** prior to commencement of work. Upon request by the **County**, **Consultant** shall provide a certified copy of any insurance policy to the **County** within ten (10) working days.
- b. Certificates and policies shall state that the policies not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to **County**.
- c. Approval of the insurance by **County** shall not relieve or decrease the extent to which the **Consultant** may be held responsible for payment of damages resulting from **Consultant's** services or operations pursuant to this contract.
- d. The parties expressly agree that the indemnification and insurance clauses in this contract are an integral part of the performance exchanged in this contract. The compensation stated in this contract includes compensation for the risks transferred to **Consultant** by the indemnification and insurance clauses.

19.2 Professional Liability Insurance: **Consultant** shall maintain in full force and effect during the entire term of this Contract, professional liability "errors and omissions" insurance with limits of liability of not less than \$2,000,000 per claim or occurrence to cover all services rendered by **Consultant** pursuant to this Contract.

19.3 Commercial General Liability (CGL): **Consultant** shall maintain in full force and effect, for the period covered by this Contract, Commercial General Liability insurance with limits of liability of not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, property damage, and automobile coverage in the total amount of \$1,000,000; and including the following coverages:

1. Personal Injury and Bodily Injury, including death resulting therefrom.
2. Property Damage.
3. Automobile coverage which shall include owned, non-owned and hired vehicles.
4. The following endorsements must be provided in the CGL policy:
 - a. If the insurance policy covers an "accident" basis, it must be changed to "occurrence".
 - b. The policy must cover personal injury as well as bodily injury.
 - c. Blanket contractual liability must be afforded and the policy must contain a cross liability or severability of interest endorsement.
 - d. The **County** of San Luis Obispo, its officers, employees and agents shall be named as additional insured under the policy. The policy shall provide that the insurance will operate as primary insurance. No other insurance effected by the **County**, whether commercial or self-insurance will be called upon to contribute to a loss hereunder. Nothing contained in this contract shall be construed to require **Consultant's** insurance to indemnify **County** in contravention of Insurance Code 11580.04.

- 19.4** Worker's Compensation Insurance: In accordance with the provisions of Labor Code Section 3700, if **Consultant** has any employees, **Consultant** is required to be insured against liability for Worker's Compensation or to undertake self-insurance. **Consultant** agrees to comply with such provisions before commencing the performance of the Work of this Contract

ARTICLE 20 - TERMINATION OF CONTRACT FOR CAUSE

- 20.1 If the **Consultant** fails to perform **Consultant's** duties to the satisfaction of the **County**, or if the **Consultant** fails to fulfill in a timely and professional manner the **Consultant's** obligations under this Contract, or if the **Consultant** shall violate any of the terms or provisions of this Contract, or if the **Consultant**, **Consultant's** agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the **County**, the **County** shall have the right to terminate this Contract effective immediately upon the **County** giving written notice thereof to the **Consultant**. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. The **Consultant** shall be paid for all work authorized under this contract and satisfactorily completed prior to the effective date of such termination as determined by the **County**.

ARTICLE 21 – THIRD PARTY BENEFICIARIES

- 21.1** There are no intended or incidental third party beneficiaries of the Agreement, and no one except the Parties to this Agreement may seek to enforce its terms.

ARTICLE 22 - COMMUNICATIONS

Communications between the parties to this Contract shall be sent to the following addresses subject to change from time to time:

County: County of San Luis Obispo
General Services Agency – County Services
903-5 County Drive
San Luis Obispo, California 93401
Attention: Richard Howell A.A.E., General Manager
(805) 781-5955, (805) 781-5985 FAX
rhowell@co.slo.ca.us

Consultant:

Nothing follows except Signatures

ACCEPTED AND AGREED this ____day of
_____, 201x.

CONSULTANT

XXXX, Inc.

BY: _____

TITLE: _____

RECOMMENDED BY:

JANETTE D. PELL
GENERAL SERVICES AGENCY DIRECTOR

OWNER:

COUNTY OF SAN LUIS OBISPO

By: _____

Chairman of the Board of Supervisors

Approved by Board action on

_____, 201x

ATTEST:

Clerk of the Board of Supervisors

By: _____

Deputy Clerk

COUNTY OF SAN LUIS OBISPO

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA NEAL
COUNTY COUNSEL

BY: _____

Shannon Matuszewicz
Deputy County Counsel

DATE:

Exhibit A

Scope of Services

1. Provide Air Service and Recruiting Services described herein to County for a period of three (3) years. Agreement may be extended, upon mutual agreement by the parties, by a single two (2) year extension based on the performance of the Consultant in the initial term.
2. Produce air service case studies to be presented to targeted airlines. These case studies will include, but will not be limited to, community background information, economic and demographic analyses, passenger traffic analyses (e.g., business versus leisure travel, ratio of local and visitor passengers, travel frequency) and comparisons and financial projections.
3. Accompany County officials in the presentations of materials described above to each airline. **Consultant** will attend the meetings in a supportive and facilitation role, but may lead the meetings based upon direction of the Airport Services General Manager or designee.
4. Represent the County at Air Service Development Conferences Consultant attends, such as Jumpstart, Network, etc. Consultant will prepare and present material for such meetings. Consultant agrees to attend at least one of these specialized conferences each calendar year for the duration of the contract.
5. Prepare Small Community Air Service Development Grants on behalf of the County.
6. Produce a leisure travel survey, to better tap information on leisure travel patterns into and out of San Luis Obispo County.
7. Prepare a new True Market Study/Ticket Lift to determine leakage to other airports in region, and to develop a statistical picture of San Luis Obispo's true passenger and revenue market. Consultant will collect tickets from major travel agencies in the region, meshing data with in-house sources and DOT sources, to develop a picture of the True Market. **Consultant** will provide County with sufficient materials describing research methodology to allow the replication of the study, if desired, on a routine basis.
8. Produce community documentary video, outlining the major travel generators, the tourism drivers, and interviewing no less than five major players in the local economy. The video shall run at least seven minutes in length, for use in airline presentations.
9. Develop and institute a pre-purchased ticket program in advance of any new service introduction.
10. Produce traffic surveys for the market area every three months for the full term of the awarded agreement. One hard copy will be provided to the County, with unlimited digital copies.
11. Be available, on an hourly basis, for on call consulting, questions, ideas, assistance as requested by the County.
12. Be available to assist County with marketing, advertising, web and community awareness projects or provide ideas, as requested by County.
13. Be available, on a project-by-project basis, to prepare presentations, attend airline presentations and to assist as needed with County's incumbent airlines.
14. Develop and manage advertising and marketing campaign(s) to support any new service that is introduced.
15. Develop and deliver an updated airport website.

END OF EXHIBIT "A"

EXHIBIT B

PAYMENT SCHEDULE

1. PAYMENTS TO THE CONSULTANT

1.1 PAYMENTS:

1.1.1 **Services**

The consideration to be paid **Consultant**, as provided herein, shall be compensation for all of the **Consultant's** services and expenses incurred in the performance hereof, as listed below:

1.1.2 **Hourly Rates**

Consultant shall be compensated for all other services on an on-call basis using the rates below:

1.2 REIMBURSABLE EXPENSES

With respect to Reimbursable Expenses, the invoice shall specifically describe the expense for which reimbursement is sought. It is expressly understood and agreed that only actual costs of the Reimbursable Expenses shall be charged to the **County** and that the **Consultant** shall not be entitled to any overhead or profit for the Reimbursable Expenses. Expenses incurred in the performance of **Consultant's** services that are limited and include printing and travel expenses related to the services listed above.

1.3 METHOD OF PAYMENT:

1.3.1 **Consultant's** invoices, shall be in a format approved by the **County**, and are to be submitted to the **County** via the **County's** Airport General Manager.

1.3.2 Upon receipt and approval of **Consultant's** invoices for services listed in 1.1 above, with Net 30 payment terms.

1.4 BILLING RATES FOR ADDITIONAL SERVICES

1.4.1 ADDITIONAL SERVICES, will only be allowed unless authorized in advance in writing by the **County** shall be performed based on a negotiated fee for such services.

1.4.2 No subconsultants will be used.

2. PAYMENTS TO SUB-CONSULTANTS

None.

END OF EXHIBIT "B"